



Office of the Washington State Attorney General

**Request for Qualifications
and Quotations
(RFQQ)**

for

Special Securities Litigation Counsel

February 2, 2016

Table of Contents

SECTION 1 – SCHEDULE OF ACTIVITIES.....	4
SECTION 2 – INTRODUCTION	5
2.1 Overview of Organizations	5
2.2 Purpose	5
2.3 Definitions	5
SECTION 3 – SCOPE OF WORK.....	7
3.1 General Scope of Work	7
3.2 Qualifications – Overview	7
3.3 Minimum Qualifications	8
3.4 Additional Qualifications	8
3.5 Selection Criteria.....	9
SECTION 4 – RESPONSE.....	10
4.1 Response Requirements	10
4.2 Completeness	11
4.3 Submission Size	11
4.4 Joint Submissions	11
4.5 RFQQ Deadline.....	11
4.6 Format	11
4.7 Designation of Proprietary Information	11
SECTION 5 – ADMINISTRATION	13
5.1 RFQQ Coordinator	13
5.2 Questions, Comments and Requests for Clarification of the RFQQ.....	13
5.3 Complaints	13
5.4 Revision of RFQQ.....	14
5.5 Right to Amend and/or Withdraw	14
5.6 Quiet Period – Prohibited Written and Verbal Communications.....	14
5.7 Oral Interview	15
5.8 Evaluation Period and Criteria	15
5.9 Proposals Property of the AGO.....	15
5.10 Proprietary Information/Public Disclosure.....	15
5.11 Contract Execution and Term.....	16
5.12 Conflicts of Interest	16
5.13 Non-Endorsement and Publicity.....	17
5.14 Withdrawal of Response.....	17
5.15 Optional Respondent Debriefing.....	17
5.16 Protest – Grounds, Form and Content	17

Appendix A: Services Questionnaire
Appendix B: Services Requirement – Affirmation Statement
Appendix C: Form Master Agreement for Legal Services
Appendix D: Form Appointment as Special Assistant Attorney General

SECTION 1 – SCHEDULE OF ACTIVITIES

This RFQQ is being issued under the following Schedule. Response deadlines are mandatory and non-negotiable. **Failure to meet the response due date and time will result in disqualification from participation.** All deadlines are 5:00 p.m. Pacific Time.

DATE	ACTIVITY
February 2, 2016	Issue Request for Qualifications and Quotations
February 22, 2016	Questions, comments and clarifications due
February 29, 2016	Written responses to Requests for Clarification due
March 11, 2016	Complaints due
March 18, 2016	RFQQ response deadline
March 21, 2016	Evaluation period begins
April 11 to 29, 2016	Interviews at WSIB
May 20, 2016	Announce final selection
May 26 & 27, 2016	Optional de-briefing upon request
Five days after de-briefing	Protest due
June 14, 2016	Contract negotiations begin
On or about July 1, 2016	Contracts effective

SECTION 2 – INTRODUCTION

2.1 Overview of Organizations

The Washington State Attorney General's Office (AGO) serves as counsel to and provides legal services to the Washington State Investment Board (WSIB), a major institutional investor. To learn more about WSIB, please visit its website at www.sib.wa.gov. To learn more about the AGO, please visit its website at www.atg.wa.gov.

WSIB is a public agency of the state of Washington established to invest the state's public trust and public employee retirement funds. WSIB manages the investment of defined-benefit retirement funds, a hybrid retirement plan consisting of defined-contribution and defined-benefit components, a deferred compensation plan (I.R.C. § 457), a large pool of insurance fund assets and a number of permanent and other trust funds. Currently, WSIB manages and invests approximately \$106 billion in assets.

2.2 Purpose

In accordance with Washington state laws, the AGO is issuing a Request for Qualifications and Quotations (RFQQ) to select a group of qualified law firms to monitor domestic and foreign litigation for potential WSIB claims and to serve as securities litigation counsel for the WSIB in selected cases.

2.3 Definitions

AGO: The Office of the Washington State Attorney General.

Business Day(s): Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding holidays observed by the State of Washington.

Contract Effective Date: The date the Master Securities Litigation Services Agreement executed with a Selected Respondent begins.

Evaluation Period: The period of time beginning after the final response deadline noted in Section 1 until the announcement of the selected Respondents.

Evaluation Team: The individuals identified in Section 5.8.

Master Agreement: The Masters Securities Litigation Services Agreement in the form identified as Appendix C.

Proprietary Information: The information marked by the Respondent as proprietary, confidential or trade secret information. Information available to the public is not proprietary or confidential material. Respondents are encouraged to consult 42.56 of the Revised Code of Washington (RCW) and related cases for further information regarding public disclosure.

Quiet Period: The period starting with the date the RFQQ was issued through June 30, 2016, or the date set forth in any amended Schedule 1.

Request for Clarification: Questions or comments regarding this RFQQ that are submitted by a law firm, person or entity to the RFQQ Coordinator in accordance with Section 1.

Respondent: A person, firm or entity that timely submits a response to the Request for Qualifications and Quotations.

Response: A formal, written offer submitted in response to this solicitation.

Request for Qualification and Quotation (RFQQ): A formal procurement document in which services are identified and responses are invited. This RFQQ includes this solicitation document, and any amendments or revisions thereof.

RFQQ Coordinator: The individual designated in Section 5.1.

RFQQ Response Deadline: The date designated in Section 1.

Selected Respondent: The Respondent selected to provide services under a Master Securities Litigation Agreement.

Selection Period: The period between the RFQQ response deadline and the date contract negotiations begin as set forth in Section 1. Dates in the schedule are subject to being changed via amendment to this RFQQ.

Special Securities Litigation Counsel: The Respondent selected to provide securities litigation monitoring services to the AGO and WSIB and to be engaged on an as-needed basis and at their discretion to represent the WSIB.

WSIB: The Washington State Investment Board.

SECTION 3 – SCOPE OF WORK

3.1 General Scope of Work

Respondents selected by the Evaluation Team will act as Special Securities Litigation Counsel to the AGO and WSIB. Selected Respondents will provide securities litigation monitoring services and be engaged on an as-needed basis to represent the WSIB in litigation, at the sole discretion and option of the WSIB and the AGO. A Selected Respondent will execute a Master Securities Litigation Services Agreement to monitor the WSIB portfolio and to identify potential claims under federal and state securities laws.

If selected as a Special Securities Litigation Counsel, Respondent also may be requested to provide representation in a particular case. Selection for representation in a particular case will be based on the nature of the case, the capabilities of the Selected Respondent and the ability of the AGO and Selected Respondent to negotiate an acceptable fee agreement.

Special Securities Litigation Counsel will provide services under the direction of the AGO. The AGO is responsible for the oversight of Special Litigation Counsel work and administers any engagement assigned as a result of this RFQQ. Except as may be otherwise expressly agreed upon, all of the Special Securities Litigation Counsel's work product and communications regarding services performed or to be performed as a result of this RFQQ shall be confidential and privileged work product.

If a Special Securities Litigation Counsel is selected to provide portfolio monitoring services, the WSIB will assist the Special Securities Litigation Counsel in obtaining the information from WSIB's custodial bank or investment managers necessary to undertake monitoring services requested by the AGO and WSIB.

Respondents selected as Special Securities Litigation Counsel are not guaranteed any work nor guaranteed to be selected for any case. Counsel will be engaged on an as-needed basis to represent the WSIB in litigation, at the sole discretion and option of the WSIB and AGO. The AGO reserves the right to select any law firm from the roster or outside the roster for any particular case. The AGO further retains ultimate control over the course and conduct of all cases filed on behalf of WSIB.

3.2 Qualifications – Overview

Law firms wishing to submit a response to this Request for Qualifications and Quotations (RFQQ) must demonstrate: expertise in securities litigation, particularly in class action and shareholder and derivative litigation; the ability to tailor litigation strategies to client interests; the ability to utilize and develop state law to prosecute claims; access to the financial and other resources necessary to undertake major securities litigation on a contingent fee basis; the ability to provide related services such as effectively monitoring and identifying potential class action claims as well as the ability to effectively recommend appropriate litigation related to WSIB investments. Respondents must also demonstrate that its professionals and staff meet the highest standards of professional competence and ethics and that the Respondent has standard industry security to ensure the confidentiality of information and documents. Cases assigned require the

Selected Respondent to provide periodic status reports, time and expense reports, and other reports requested by the AGO or WSIB.

The selection process starts with the release of this RFQQ and concludes with the award of a Master Securities Litigation Services Agreement to selected firms.

3.3 Minimum Qualifications

Respondents must meet these minimum qualifications:

- A. Respondents must have experience in handling securities litigation including class actions;
- B. Respondents must have actively participated as lead counsel in at least one (1) securities litigation case with an ultimate settlement or judgment equal to or in excess of \$50 million;
- C. Respondents must have one (1) principal assigned to provide legal services to WSIB who has ten (10) years of securities litigation experience; and
- D. Respondents must have demonstrable experience in evaluating and initiating foreign securities litigation.

Respondents not meeting these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal rejected as non-responsive will not be evaluated further.

3.4 Additional Qualifications

Respondents selected as Special Securities Litigation Counsel must demonstrate appropriate skills and/or experience in the following:

- A. General and specific qualifications related to securities litigation;
- B. Recent and relevant successful litigation experience in both domestic and foreign jurisdictions;
- C. Innovation within the practice area;
- D. Ethics;
- E. Financial strength;
- F. Effective communication, including timely, responsive, and focused communication;
- G. Data feed analysis and reporting;

- H. Class action case reporting in a manner allowing for the efficient processing of claims;
- I. Fact gathering and assessment of applicable laws related to potential securities claims both domestic and foreign;
- J. Advice related to potential or existing domestic and foreign litigation or arbitration;
- K. Zealous representation;
- L. Writing ability, including the ability to provide clear and concise analysis and recommendations;
- M. Responsiveness, including the ability to be available on an “as-needed” basis to confer with and provide recommendations regarding case status, strategies, and potential settlement or other resolution of cases;
- N. Security to ensure the confidentiality of proprietary records and advice; and
- O. Other available services.

3.5 Selection Criteria

Respondents selected for interviews must meet the minimum qualifications and will be scored based upon the following categories:

- A. General qualifications, personnel, reputation, focus, and financial strength of the Respondent. [0 to 20 points/10 percent]
- B. Ethics. [0 to 30 points/15 percent]
- C. Demonstrated recent relevant and successful litigation experience, innovation within the practice area, foreign securities litigation experience, other specialized expertise and/or relationships with other pension funds. [0 to 65 points/32.5 percent]
- D. The ability to efficiently, securely and reliably provide securities litigation monitoring services and high quality reports. [0 to 75 points/37.5 percent]
- E. Timely, responsive, effective, focused communication, accessibility. [0 to 10 points/5 percent]

Please see Appendix A for more information.

SECTION 4 – RESPONSE

4.1 Response Requirements

The purpose of this section is to identify the information that must be submitted in response to this RFQQ and the order in which it should appear in the response package. Responses must contain the documents below. Electronic files shall be labeled consistent with the documents requested below. Failure to provide any requested information may result in disqualification of the Respondent. Each response package must include the following, in the order listed below:

A. Cover Letter

The Response shall include a cover letter addressed to the RFQQ Coordinator identifying the Respondent's name and principal address, telephone number, and e-mail address of a person authorized to represent the Respondent regarding all matters related to this Response. The cover letter should be a maximum of one (1) page.

B. Services Questionnaire

The Respondent shall complete and submit responses to the Services Questionnaire attached hereto as Appendix A.

C. Services Requirements Affirmation Statement

The Response shall include a signed copy of the Service Requirements Affirmation Statement attached hereto as Appendix B.

D. Fee and Cost Proposals (Separate Document)

The Respondent shall provide a Fee and Cost Proposal as a separate document. The AGO understands the difficulty of making an abstract fee proposal. As stated, fee arrangements will be negotiated on a case-by-case basis as the need arises. For any individual case, a selected Respondent will likely be engaged on a contingency basis with fees recovered upon court approval from the proceeds of any recovery or settlement. Neither the AGO nor WSIB will be responsible for any attorneys' fees if a recovery or settlement is not obtained. Likewise, the AGO and WSIB anticipate that all other fees, costs, and expenses incurred in litigation will be paid solely from litigation recoveries, if any, and neither the AGO nor WSIB will be responsible for any other fees, costs, and expenses.

Please provide a description of your general approach to fee arrangements. The Response may include actual fee arrangements on existing or previous cases by way of illustration. The Response must include (1) the fees, if any, that the Respondent would charge for portfolio monitoring services; and (2) a statement of the fee arrangement the Respondent would propose if selected to represent WSIB in a particular securities fraud case.

Contingency fee discussions should provide specificity as to the following factors, as may be relevant: (a) complexity of the case; (b) size of the recovery or settlement; (c) timing of the recovery or settlement; and (d) any other pertinent factors. Alternatives to a contingency fee arrangement may be presented for consideration by the AGO. Respondent is encouraged to provide the AGO with its most competitive fee structure offered to large public institutions.

4.2 Completeness

A Response must be complete as to all terms and conditions, including the appendices, on the date submitted. Additional information submitted after the Response will not be considered unless specifically requested by the AGO, in its sole discretion, and then only to the extent requested.

4.3 Submission Size

The Response should not exceed a maximum of thirty (30) pages (excluding exhibits, attachments, or resumes required to be submitted under this RFQQ).

4.4 Joint Submissions

The Evaluation Team will consider and evaluate a joint submission by a group of firms if that group of firms would like to work together to represent WSIB.

4.5 RFQQ Deadline

All Responses must address the topics and issues included in Appendix A of this RFQQ. **The response deadline for this RFQQ is 5:00 p.m. Pacific Time, March 18, 2016.**

4.6 Format

Responses must be submitted in .pdf format to the e-mail box of the RFQQ Coordinator by the RFQQ response deadline. Respondents should clearly label their responses, including all exhibits if not within a single .pdf file. Only one complete response that includes all required information must be submitted. Electronic files sent in multiple e-mails due to size will be considered one response.

4.7 Designation of Proprietary Information

Any information in the Response that the Respondent desires to claim as proprietary, confidential, or trade secret information and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Respondent is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right-hand corner of the page. Marking the entire Response exempt from disclosure or as Proprietary Information will not be honored. Respondents must state in their cover letter whether their Response contains any proprietary or confidential information.

The AGO will not honor any Responses indicating that pricing is proprietary or confidential. If a request for release of pricing is made, the AGO will release such information in a manner consistent with public records law, ordinarily after completion of this RFQQ process.

For further information on public disclosure see Section 5.10.

SECTION 5 – ADMINISTRATION

5.1 RFQQ Coordinator

The RFQQ Coordinator is the sole point of contact for this RFQQ. All communication related to this RFQQ shall only be with the RFQQ Coordinator, identified below:

Name	Mary Lobdell
Mailing Address	7141 Cleanwater Lane SW PO Box 40123 Olympia, WA 98504-0123
Phone Number	(360) 664-0267
Fax Number	(360) 664-2023
E-Mail Address	RevSAAG@atg.wa.gov

Any other communication will be considered unofficial and non-binding on the AGO and WSIB. Firms are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Respondent. Firms must be mindful of the Quiet Period, as described in Section 5.6, below.

5.2 Questions, Comments and Requests for Clarification of the RFQQ

Questions and comments regarding this RFQQ will be allowed consistent with the dates and times specified in the Schedule in Section 1. All questions or comments seeking clarification of any requirement, standard, or question in this RFQQ for any reason, including ambiguity, conflict, discrepancy, omission, or other error, must be submitted in writing by e-mail to the RFQQ Coordinator. If the Request for Clarification is accepted, Respondent submitting the question or comment will not be identified.

The AGO reserves the right to accept or reject or consolidate any or all requests for clarification, either in whole or in part, and may require requests to be clarified or supplemented through additional written submissions. Respondent will be notified of the rejection of its request for clarification.

Written requests for clarification accepted by the AGO, along with the AGO's corresponding responses, will be posted on the WSIB website at www.sib.wa.gov under the "Searches" section of the site. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted to website will be considered official and binding.

5.3 Complaints

Law firms are encouraged to raise any complaints early in the RFQQ process to enable the AGO to address concerns, but complaints may only be submitted up to the complaint deadline set forth in Schedule 1. Should a law firm's concern identify an issue that is in the best interest of the

AGO to address, the AGO may modify this RFQQ accordingly. The AGO decision regarding concerns raised is final, no further administrative review by the AGO is available.

Complaints must satisfy the following conditions: (1) the complaint must be in writing; (2) it must clearly articulate the basis for the complaint; (3) it must include a proposed remedy; and (4) it must be sent to the RFQQ Coordinator by the complaint deadline identified in Section 1. Complaints not satisfying any of the conditions identified in (1) through (4) will be rejected. Complaints may be submitted via e-mail or facsimile. A response will be provided to all complaints in writing and be posted, including any changes to the RFQQ, on the WSIB website. Complaints may not be raised again during the protest period. The solicitation process may continue pending the AGO response to a law firm's concern(s). The complaint process does not include an appeal process.

5.4 Revision of RFQQ

The AGO reserves the right to revise Section 1 or other portions of the RFQQ at any time. The AGO may correct errors in the solicitation document identified by the AGO, WSIB or Respondent. Any changes or corrections will be by one or more written Amendment(s), dated, and posted at www.sib.wa.gov under the "Searches" section and may be provided directly to the Respondent(s). While the original solicitation may be posted in numerous locations, Amendments will only be posted on the WSIB website. Respondents and others are responsible for checking the website for any addenda or updates and should do so frequently.

The AGO will not be responsible for notifying Respondents or others of changes in any other manner. All changes must be authorized and issued in writing by the RFQQ Coordinator. If there is any conflict between Amendments, or between an Amendment and the RFQQ, whichever document was issued last in time shall be controlling.

5.5 Right to Amend and/or Withdraw

The AGO, in its sole discretion, reserves the right to amend or withdraw this RFQQ at any time and for any reason. Issuance of this RFQQ does not constitute, in any manner, a commitment or obligation by the AGO to enter into any contract for services, or to retain any Respondent ultimately selected to be included in the pool of eligible Special Securities Litigation Counsel. The AGO may, in its sole discretion, reject all responses to this RFQQ for any reason whatsoever.

5.6 Quiet Period – Prohibited Written and Verbal Communications

The Respondent must not engage in any written or verbal communication from the date the RFQQ is issued through the Contract Effective Date with the AGO, WSIB, or the Evaluation Team regarding the merits of the Respondent or whether the Respondent should be selected. The Respondent will also not engage in any lobbying efforts or other attempts to influence any employee or member of the AGO, WSIB or Evaluation Team. Any unauthorized contact may disqualify the Respondent from further consideration. Normal business communications regarding active unrelated AGO or WSIB matters are allowed for current service providers who are also RFQQ Respondents provided the RFQQ is not discussed.

5.7 Oral Interview

A Respondent that submits a Response to this RFQQ may be required to participate in an oral interview with the AGO. Interviews will be scheduled at WSIB offices beginning the week of April 25, 2016. The AGO will determine the occurrence, exact date, and time of such interviews. Interviews will encompass both legal and practical questions, including but not limited to relevant experience, strategic focus, and firm philosophy. Selected Respondents should be prepared to demonstrate web-based securities monitoring capability, website features, sample monitoring reports, and security and technical expertise.

5.8 Evaluation Period and Criteria

The Evaluation Period will begin after the deadline for the RFQQ. The AGO and WSIB have organized an evaluation team (the “Evaluation Team”) comprised of Mary Lobdell, Senior Counsel, Tor Jernudd, Assistant Attorney General, and one or more representatives from the WSIB.

The Evaluation Team will evaluate the Respondents to this RFQQ on the basis of the written responses to this RFQQ and any additional written information submitted as requested. The AGO reserves the right, at its sole discretion, to reject, without penalty, any and all responses received. The final selection, if any, will be the response(s), which in the opinion of the Evaluation Team, best meet the requirements set forth in the RFQQ and is in the best interest of the AGO and WSIB.

The Evaluation Team may designate up to eight (8) Respondents for interviews. The Evaluation Team will conduct oral interviews of the designated Respondents with a minimum of two (2) members of the team present at each interview.

After the oral interviews are conducted, the Evaluation Team will recommend which Respondents will be selected as Special Securities Litigation Counsel. The selection will be made upon consent of the appropriate Division Chief and Deputy Attorney General. Although the AGO intends to select four (4) or five (5) firms, the actual number of Respondents ultimately selected may be more or less in the sole discretion of the AGO.

Upon selection of the Respondents eligible to serve as WSIB’s Special Securities Litigation Counsel, the AGO will finalize the terms of the Master Agreements with the selected Respondents.

5.9 Proposals Property of the AGO

Proposals submitted in response to this RFQQ shall become the property of the AGO.

5.10 Proprietary Information/Public Disclosure

All documents and records made and received by the AGO or WSIB in connection with this RFQQ shall be deemed public records as defined in RCW 42.56.

Any information in the Response that the Respondent desires to claim as proprietary, confidential, or trade secret information and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Respondent is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right-hand corner of the page. Marking the entire Response exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Respondent has marked as "Proprietary Information," the AGO will notify the Respondent of the request and of the date that the records will be released to the requester unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure, the AGO or WSIB will release the requested information on the date specified. If a Respondent obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to RCW 42.56, the AGO and WSIB shall maintain the confidentiality of the Respondent's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

5.11 Contract Execution and Term

Respondents selected to be in the pool of Special Securities Litigation Counsel must accept and enter into a Master Securities Litigation Services Agreement in substantively the form set forth in Appendix C to this RFQQ and a non-disclosure agreement with the WSIB with such revisions that are acceptable to the AGO and WSIB, at their sole discretion. The Master Securities Litigation Services Agreement will be negotiated in final form during the negotiation process unless the AGO elects, in its sole discretion, otherwise.

If, in the sole opinion of the AGO, an acceptable Master Securities Litigation Services Agreement with a selected Respondent cannot be reached, the AGO reserves the right to negotiate with the next preferred Respondent.

The term of the Master Securities Litigation Services Agreement will be for (5) five years.

5.12 Conflicts of Interest

As requested in the Services Questionnaire, the Respondent must describe its systems and processes for identifying conflicts of interest in undertaking representations of clients, including providing, upon request, a copy of the Respondent's written conflicts policy (or an explanation of why there is not a written policy). The AGO believes that an attorney-client relationship is formed upon execution of the Master Securities Litigation Services Agreement and that a Respondent executing that Agreement should actively monitor for potential conflicts with the representation of WSIB.

5.13 Non-Endorsement and Publicity

In selecting a Respondent, the AGO and the WSIB are not endorsing the Respondent's services. By submitting a Response, Respondent agrees to make no reference to the AGO, WSIB or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the AGO and WSIB, as applicable.

5.14 Withdrawal of Response

Respondents may withdraw a Response that has been submitted at any time up to the response due date and time specified in Section 1. To accomplish response withdrawal, a written request signed by an authorized representative of the Respondent must be submitted to the RFQQ Coordinator. After withdrawing a previously submitted Response, Respondent may submit another Response at any time up to the response submission deadline.

5.15 Optional Respondent Debriefing

Unsuccessful bidders may request a debriefing conference by sending a written request to the RFQQ Coordinator by email or facsimile. Only Respondents who submit a timely Response may request a debriefing conference to discuss the evaluation of their Response. However, a Respondent that withdraws a Response without timely re-submission has no right to debriefing. A debriefing conference is required prior to filing a protest. A request for a debriefing conference must be received no later than 5:00 p.m. Pacific Time on the third business day after the announcement of the Selected Respondents. The debriefing conference must occur within the date range specified in Section 1.

The optional debriefing conference will not include any comparison between the Response and any other Responses submitted. However, the AGO will discuss the factors considered to evaluate the Response and will address questions and concerns about Respondent's performance with regard to the solicitation requirements.

5.16 Protest – Grounds, Form and Content

Only Respondents who have submitted a Response to this solicitation and have had a debriefing conference may file a protest. Respondent is allowed five (5) business days following the debriefing conference to file a formal protest of the RFQQ solicitation with the RFQQ Coordinator. A protest must be submitted in writing by either email or facsimile and must be received no later than the date specified in Section 1.

In the event a protest may affect the interest of another Respondent that also submitted a Response to the RFQQ, such Respondent will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator. The RFQQ Coordinator will forward such Response to the individual assigned to investigate and respond to the protest.

A protest may be based only upon the ground that (1) the AGO failed to follow procedures established in the RFQQ; or (2) there was bias, discrimination, or conflict of interest on the part of any evaluator. A written protest must contain the facts and argument(s) upon which the protest

is based and must be signed by an authorized person. At minimum, the written protest must include the following:

- A. The name of the protesting Respondent, mailing address and phone number, and the name of the individual responsible for submission of the protest;
- B. A specific and complete statement of the action(s) protested;
- C. Specific reference to the grounds for the protest;
- D. A description of the relief or corrective action requested; and
- E. The signature of an authorized person.

The AGO will postpone further steps in the RFQQ process until the protest has been resolved. An individual or individuals not involved in the RFQQ will objectively review the written material submitted by the protesting Respondent and all other relevant facts known to the agency.

A protests will be rejected as without merit if it fails to demonstrate grounds for protest, as set forth above; focuses upon disagreement with evaluators' professional judgment regarding the quality of the proposal; or focuses upon disagreement with the AGO's assessment of its own needs.

The AGO will deliver its written decision to the protesting Respondent within five (5) business days after receiving the protest, unless more time is needed. In the event more time is required, the AGO designee reviewing the protest will notify the protesting Respondent and the RFQQ Coordinator of the amount of additional time required to finalize the response.

The AGO will resolve the protest in one of the following ways:

- A. Find that the protest lacks merit and uphold the AGO action;
- B. Find only technical or harmless errors and determine the AGO to be in substantial compliance, and reject the protest; or
- C. Find merit in the protest and provide the following options:
 - a. Correct the errors and reevaluate all Responses;
 - b. Reissue the solicitation document and begin the RFQQ process anew; or
 - c. Make other findings and determine other courses of action as appropriate.

Appendix A: Services Questionnaire

Responses to each item should appear in the same order as listed in this RFQQ. When completing the Services Questionnaire, the Respondent must give clear, concise replies to questions under sections A, B, C and D, using no smaller than 12 point font. Tables and graphs are exempt from the font requirement. Hyperlinks may be used where appropriate.

Direct answers to each item are preferred over generalized marketing information. The ability to communicate concisely, effectively and clearly is a selection criteria. The use of simple visual aids, such as graphs or pictograms is encouraged when appropriate. Respondents should address core expectations and represent an opportunity to demonstrate what sets Respondent's firm apart, and how it will add value to the WSIB and AGO as Special Securities Litigation Counsel. Please include information about the following:

A. General qualifications, personnel, reputation, focus, and financial strength of the law firm

1. Law firm name and address;
2. Name of lead attorney (including contact information);
3. Primary office for this work;
4. Other office locations, the firm's geographic footprint;
5. Link to firm website;
6. Information about firm's history (if relevant);
7. Firm's ownership structure;
8. Financial strength ability to finance litigation;
9. Practice area, structural or ownership changes in the last three (3) years;
10. Practice area, structural or ownership changes anticipated;
11. How focused is the firm on securities litigation and related practices;
12. Deepness, if any, of the firm's bench;
13. Describe any internal steps the firm takes to promote professional development within securities litigation;
14. Link(s) to diversity/non-discrimination policies;
15. Substantial steps taken in the last three (3) years by the firm to recruit, retain, and/or promote a more diverse workforce;
16. Relationship with, and compensation of, relevant experts.

B. Ethics

1. Firm's ethics/mission statement;
2. Actual, potential or perceived conflict of interest issues in representing the WSIB, including political contributions, marketing, lobbying, entertainment, business or personal relationships;
3. Whether the firm, its employees or affiliates represented the state of Washington, any of its agencies, or any Washington officials in the last three (3) years;
4. Whether the firm has any adverse representation, direct or indirect, to WSIB;

5. Whether any disciplinary actions and mitigation of liability by the firm or any attorney in the firm, in the last ten (10 years), including any discipline, disbarment, suspension, censure, admonishment, reprimand or warning by any court or regulatory body (including, but not limited to, the Washington State Bar Association or any other state bar association). Describe the principal facts and status, outcome and/or disposition;
6. Disclose any litigation, regulatory, legal or other proceeding (including relating to malpractice) or any state or federal investigation in which the law firm or an employee was a named party. Describe the principal facts and status, outcome and/or disposition;
7. Disclose any suspension or revocation of a license, registration, charter, certification, or any similar authorization to engage in a profession. Describe the situation, the penalty and what steps the firm took regarding the situation;
8. Describe the level of coverage for legal malpractice insurance and any other fiduciary or professional liability insurance the firm carries, including the name of the insurers, rating of insurers, insurance types and coverage amounts;
9. State whether the firm is licensed to conduct business in Washington. If not, state whether it will commit to such licensing within thirty (30) days of execution of a Master Securities Agreement by registering with the Washington State Department of Revenue. If applicable, the selected law firm must collect and report all taxes.

C. Demonstrated recent relevant and successful litigation experience, innovation within the practice area, and foreign securities litigation experience, expertise and/or relationships

1. Provide information that is representative of recent securities litigation cases, including type, lead attorney, client, and a brief description of the litigation;
2. Provide historical data regarding fees awarded or otherwise paid;
3. Describe case evaluation, analysis, loss calculations;
4. Provide names, contact information, role and links to resumes of team attorneys;
5. Describe team philosophy or organizational model as implemented;
6. Describe internal processes that guide recommendation to client to lead/opt-in or out;
7. List all firm's dismissed securities litigation cases in last five (5) years including brief description;
8. List all noteworthy or innovative recovery strategies employed by firm in last five (5) years;
9. Describe the firm's past experience with RCW 21.20;
10. Describe the firm's ability to handle multiple clients;
11. List the firm's internal expertise in corporate governance;
12. Describe the firm's competitive advantage compared to similar firms;
13. List three (3) references;
14. Describe the firm's experience opposing a class action settlement, intervening in a pending case;

15. Describe the firm's ability to provide confidential written analysis outlining key findings and significant events in the litigation along with recommended actions.

D. The ability to efficiently, securely and reliably provide securities litigation monitoring services and high quality reports

1. Describe the firm's pre-litigation securities monitoring;
2. List any in-house or third party vendor(s) or partner(s);
3. What resources and processes are available to the firm;
4. Explain the firm's Security and Cybersecurity;
5. Describe the firm's experience with custodians and claim administrators;
6. Describe the role of independent consultants;
7. Describe ease of use of monitoring system and burden on client, if any;
8. List any educational programming for clients;
9. Describe the firm's ability to deliver potential class action or other claims information in a manner that allows the AGO and WSIB to efficiently process such claims. Preference will be given to information provided in an electronic format that includes claim deadline, claim data, calculation of loss or profit with methodology used, court jurisdiction, claim administrator, claim website and claim documents;
10. Describe the firm's efforts to diligently gather facts and assess applicable laws as to potential securities claims both domestic and foreign;
11. Describe the firm's ability to work with a data feed from WSIB's custodial bank to monitor WSIB's portfolio, to identify potential securities claims, and to timely report potential claims;
12. Explain the firm's ability to advise the AGO and WSIB of the potential or existing litigation or arbitration; assess of likely litigation outcomes, of participation as lead or passive plaintiff and of other factors, as appropriate, that enable the AGO and WSIB to make an informed decision on how to proceed with potential claims.

E. Timely, responsive, effective, focused communication, accessibility

1. What is the firm's availability on an "as-needed" basis to confer with and provide recommendations to the AGO or WSIB regarding case status, strategies, and potential settlement or other resolution of cases;
2. Describe the firm's ability to use plain English, communicate concisely and efficiently.
3. Describe the firm's demonstrated ability to use visual aids and technology.

Appendix B: Service Requirements – Affirmation Statement

By inclusion and execution of the statement provided herein, each Respondent shall certify that:

- ☐ The selection of the Respondent will not result in any actual, potential, or perceived conflict of interest with the WSIB. Alternately, should any potential or existing conflict be known by the Respondent, the Response shall specify the party with which the conflict exists or might arise, the nature of the conflict and whether the Respondent would step aside or resign from that engagement creating the conflict.
- ☐ The Response is made without prior understanding, agreement, or connection with any corporation, other Respondent, or person submitting a response for the same services, and is in all respects fair and without collusion or fraud.
- ☐ The Respondent and the agents, officers, principals, and professional employees thereof have not and will not participate in any communication prohibited in this RFQQ.
- ☐ The Respondent's responses to the RFQQ are those of the Respondent and have not been copied or obtained from any other Respondent responding to any other RFQQ or competitive proposal whether in the state of Washington or elsewhere either in the past or present.
- ☐ The Respondent meets the minimum qualifications set forth in Section 3.3 of the RFQQ.

The Respondent hereby agrees to abide by all conditions of this RFQQ for Special Securities Litigation Counsel, and I hereby certify that all information provided in this Response is true and correct, that I am authorized to sign this response for the Respondent and that the Respondent is in compliance with all requirements of this RFQQ, including but not limited to, requirements in this Appendix B.

Authorized Signature

Name and Title (Typed)

Date (Typed)

Appendix C: Form Master Agreement for Legal Services

MASTER AGREEMENT FOR SECURITIES LITIGATION SERVICES

This MASTER AGREEMENT FOR SECURITIES LITIGATION SERVICES (hereinafter referred to as the “Agreement”) is made as of _____, 2016 (the “Effective Date”) between the Washington State Attorney General’s Office (hereinafter referred to as the “AGO”) and the Washington State Investment Board (hereinafter referred to as the “WSIB”) and _____ (hereinafter referred to as the “Firm”).

The AGO issued a Request for Qualification and Quotation of fees (“RFQQ”) on _____, 2016. On _____, 2016, the AGO selected the Firm to be included on the roster of firms eligible to provide securities litigation services to WSIB. The AGO desires to retain the Firm, to provide portfolio monitoring services and the Firm desires to provide such monitoring services and certain litigation services for the benefit of WSIB, in connection with securities class actions, individual or opt-out actions, derivative actions and related securities litigation matters.

The parties hereby agree to the following terms and conditions:

1. SERVICES PROVIDED

A. Portfolio Monitoring Services

When directed by WSIB, the Firm shall provide portfolio monitoring services, which shall include, but are not limited to the following:

- (1) Advice regarding potential claims under federal, state, or foreign securities laws relating to the publicly traded securities held directly by the WSIB;
- (2) Advice and evaluation regarding newly filed securities litigation;
- (3) Portfolio monitoring reports in an electronic form that are provided on at least a monthly basis and include information designated by the WSIB.

To facilitate the Firm’s portfolio monitoring services, the WSIB agrees to arrange for the transfer of portfolio data to the Firm on a periodic basis, provided that the transfer can be arranged at no expense to the WSIB using standard industry security practices.

B. Litigation Services

In addition to the portfolio monitoring services described above, the Firm may provide legal and other services in connection with specific securities litigation matters in accordance with terms and conditions mutually agreed upon by the parties and set forth in a separate and specific engagement agreement. The separate and specific engagement agreement will be executed by the AGO and the Firm and will authorize the Firm to act as “Special Assistants

Attorney General” on behalf of the WSIB for the specific engagement. The separate engagement agreement shall specify the compensation and other terms of the engagement.

2. NON-EXCLUSIVE AGREEMENT

The parties acknowledge and agree that the execution of this Agreement by the parties does not obligate or require, in any manner, that: (1) the AGO engage the Firm to take any action with respect to any potential claims that the Firm may bring to AGO’s or the WSIB’s attention either as part of the Firm’s portfolio monitoring services or otherwise; (2) the AGO or WSIB engage the Firm to perform legal and other services in connection with securities litigation if WSIB elects to pursue any securities-related legal claim; or (3) that WSIB take an active role in any securities litigation during the term of this Agreement.

In order to fulfill its fiduciary obligations, the parties further acknowledge that the WSIB may discuss potential claims that the Firm has brought to WSIB’s attention with other law firms. In the event that the WSIB decides to actively prosecute a claim, it will consider retaining the Firm to represent it as its counsel with respect to such action, but the WSIB is not obligated to retain the Firm for any particular matter.

3. CONFIDENTIALITY

In the course of performing legal services under this Agreement, the Firm may have access to confidential information, including the securities holdings and trading practices of the WSIB. The Firm agrees any information obtained by the Firm from the AGO or the WSIB or its custodian and investment managers in connection with carrying out the services provided under this Agreement shall be kept confidential and will be utilized by the Firm solely in connection with providing the services described in this Agreement and in the specific engagements under this Agreement. The Firm agrees to execute a non-disclosure agreement with the WSIB in a form acceptable to the AGO and WSIB. Moreover, the Firm agrees the information, including procedures utilized by the WSIB and its custodian and investment managers is proprietary and confidential and the Firm agrees not to disclose any such information or procedures to third parties unless the WSIB has given its prior written consent, except where required to be disclosed by law, subpoena or other legal process. The Firm further agrees to notify the AGO and the WSIB as soon as possible upon receipt of any such subpoena or other legal process. The obligations and restrictions of this Section 3 shall survive the termination of this Agreement.

4. CONFLICTS OF INTEREST

Before undertaking any work pursuant to this Agreement on the AGO’s and the WSIB’s behalf, the Firm shall conduct a conflict check to ensure that the Firm has no legal conflicts of interests between any former or existing client of the Firm and the WSIB or an agency, department or instrumentality of the State of Washington. The Firm shall also immediately notify the AGO and the WSIB of any actual or potential conflicts of interest discovered with any former or existing client.

The Firm, by signing this Agreement, covenants that the Firm shall comply with Washington State Rules of Professional Conduct (RPC) 1.7, have no public or private interest, direct or indirect, and shall not acquire, directly or indirectly, any such interest which does or may conflict in any manner with the performance of the Firm's obligations under this Agreement. Any such conflicts shall be disclosed to AGO and WSIB immediately and the AGO and the WSIB may determine in their sole and absolute discretion whether to terminate the Firm's inclusion in the pool of eligible securities litigation counsel as provided in this Agreement.

5. EMPLOYMENT STATUS

At all times during the term of this Agreement, the Firm and its officers, employees, agents or representatives are, and shall represent and conduct themselves as, independent contractors and not employees of the AGO or the WSIB. All acts of the Firm and its officers, employees, agents, representatives and all others acting on behalf of the Firm relating to the performance of this Agreement and in separate engagements, shall be performed as independent contractors and not as agents, officers or employees of the AGO or the WSIB. The Firm, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the WSIB, except that set forth in this Agreement or in a separate written engagement.

No agent, officer or employee of the AGO or the WSIB is to be considered an employee of the Firm. It is understood by the Firm and the AGO and the WSIB that this Agreement shall not be construed or considered, under any circumstances, to create an employer-employee relationship or a joint venture.

6. OWNERSHIP OF DOCUMENTS

The Firm's data and work product (collectively called "Work Product") that results from this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et. seq.*, and the copyright in the Work Product shall be owned exclusively by the AGO. The AGO grants to Firm a nonexclusive, royalty-free, irrevocable license to use the Work Product (e.g., translate, reproduce, distribute, prepare derivative works, share, or display) to the extent consistent with its ethical obligations under the Rules of Professional Conduct. The Firm is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, the following, in whatever medium: reports, pleadings, memoranda, documents, formulas, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, designs, plans, diagrams, drawings, software, databases, pamphlets, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright and register that copyright, and the ability to transfer these rights. Additionally, the AGO shall be provided all data and information used to formulate such Work Product upon request.

If for any reason the Work Product would not be considered a work made for hire under applicable law, the Firm assigns and transfers to the AGO the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. The Firm shall execute all documents and perform

such other proper acts as the AGO may deem necessary to secure for the AGO the rights pursuant to this section.

The AGO and the WSIB shall have the right to use all such documents, data and records without restriction or limitation and without compensation to the Firm.

7. FEES AND EXPENSES

The Firm will not charge the AGO or the WSIB for portfolio monitoring services or for any other services performed or expenses incurred under this Agreement, but will perform such services in exchange for the WSIB's good-faith consideration of retaining the Firm to perform securities litigation services as described in Section 1, subsection B.

8. TERMINATION

The term of this Agreement shall be five years unless terminated at the sole discretion of the AGO.

The AGO or the WSIB may terminate all or any portion of this Agreement, with or without cause and without penalty, at any time by written notice to the Firm. Subject to the Firm's responsibilities under applicable court and bar rules, the Firm will also have the right to terminate this Agreement upon thirty (30) days written notice if the AGO or the WSIB fails to cooperate with the Firm after entering into a separate and specific engagement agreement, or immediately if the Firm determines that continuing to represent the WSIB would violate applicable standards of professional ethics.

9. INDEMNIFICATION

To the extent permitted by applicable law and professional ethics rules, the Firm agrees to indemnify, defend, and hold harmless the AGO and the WSIB, its officers, employees, and agents from and against any and all liability, suits, damages, expenses (including defense costs and legal fees), settlements, judgments, fines and penalties, actions and claims for damages of any nature whatsoever, including but not limited to, breach of contract, loss of funds, death, bodily or personal injury to any person, or damage to any property, or which are the result of an error, omission or negligent act of the Firm or any of its partners, officers, employees or counsel arising from or connected with the Firm's services under or flowing from this Agreement, or any and all improper or unethical practices, including but not limited to any workers compensation suits, liability, or expense arising from or connected with services performed on behalf of the Firm, by any person, pursuant to this Agreement.

Neither the AGO nor the WSIB has any obligation to provide legal counsel or defense to the Firm, nor does it have any obligation to pay for any judgments or the settlement of any claims against the Firm, if a suit, claim, or action is brought against the Firm as a result of the Firm's performance of its obligations under or flowing from this Agreement. Such indemnification shall not extend to or cover loss, damage or expenses arising solely from the negligent or willful misconduct of the AGO and the WSIB or the AGO's or the WSIB's agents,

officers or employees. The indemnification provisions contained herein in no manner limit the AGO or the WSIB from asserting a sovereign immunity defense as allowed by applicable state or federal law. The provisions of this Section 9 shall survive the termination of this Agreement.

10. INSURANCE

The Firm shall, during the term of this Agreement, maintain malpractice and an errors and omissions insurance policy or policies in a coverage amount sufficient to protect the interests of the Firm's clients, including the AGO and the WSIB, when undertaking services under this Agreement or any separate or specific engagement. Coverage under these policies must include protection from the fraudulent conduct and breach of fiduciary responsibility of the Firm. Proof of insurance shall be provided to the AGO and the WSIB upon request of the AGO and the WSIB.

11. APPLICABLE LAW AND VENUE

This appointment as Special Assistant Attorney General and this Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County Superior Court.

12. ASSIGNABILITY

The Firm shall not assign any interest in this Agreement and shall not transfer any interest in same, without prior written consent of the AGO and the WSIB.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes any prior agreements between the parties with respect to the RFQQ issued on April 30, 2010. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no prior agreement, statement or promise not contained in this Agreement shall be valid or binding.

14. GENERAL

If any provision of this Agreement is invalidated by final judgment in a court proceeding, the remaining provisions shall remain in full force and effect. This Agreement is binding on the respective successors and assigns of the Firm.

15. AMENDMENTS

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

16. NOTICE

Notice to any party to this Agreement shall be deemed received at the earlier of when received by email to RevSAAG@atg.wa.gov or five (5) days after being mailed by certified mail, U.S. Postal Service, postage prepaid, or by Federal Express, Express Mail, to the proper address. Mail shall be addressed as follows:

If to the WSIB:

Theresa J. Whitmarsh
Executive Director
Washington State Investment Board
P.O. Box 40916
Olympia, WA 98504-0916

Or for express delivery service:

2100 Evergreen Park Drive SW
Olympia, WA 98504-0916

If to the AGO:

Legal Counsel for the Washington State Investment Board
Office of the Washington State Attorney General
P.O. Box 40123
Olympia, WA 98504-0123

And to

SAAG Administrator
Office of the Washington State Attorney General
P.O. Box 40107
Olympia, WA 98504-0107

Or for express delivery service:

7141 Cleanwater Drive SW
Olympia, WA 98501-0108

If to the Firm:

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first set forth above.

Washington State Investment Board

By:_____

Name: Theresa J. Whitmarsh

Title: Executive Director

Date:_____

Washington State Attorney General's Office

By:_____

Name:

Title:

Date:_____

Firm

By:_____

Name:

Title:

Date:_____